NeuroTherm® NeuroTherm Inc., 2 Debush Ave., Suite A-2, Middleton, MA 01949, United States
T: (978) 777-3916 F: (978) 777-5121 E: usasales@neurotherm.com W: www.neurotherm.com

NT L/H

Non-Disclosure Agreement

April , 2008

PRIVATE AND CONFIDENTIAL

Dear :

You have requested that NeuroTherm, Inc. provide you with service manuals ("Manuals") for one or more of NeuroTherm's proprietary products ("Products"). Our Manuals contain information that is confidential and proprietary to NeuroTherm, including detailed Product specifications and schematics. We are prepared to prove you with Manuals, only on the condition that you specifically acknowledge that your use of the information contained in each Manual is limited to your own internal purposes only and that you will honor and protect the confidential nature of the information contained in each Manual, to the full extent provided in this letter agreement.

The terms and conditions of our confidentiality requirement are as follows:

1. **Definition of Confidential Information.** As used in this letter agreement, the term "Confidential Information" means and includes any and all Product-specific information contained in each Manual, except for information the substance of which is or may be derived or deduced from information that is (i) generally available to the public other than as a result of a disclosure by you or any of your employees, consultants, contractors or representatives or (ii) in the possession of or available to you other than through access to a Manual, but only if, so far as you are aware, the source of such information is not bound by a confidentiality agreement with us or is not otherwise prohibited from transmitting the information to you by a contractual, legal, fiduciary or other obligation.

2. **Confidential and Proprietary Nature of the Information.** You acknowledge the confidential and proprietary nature of the Confidential Information and agree to (i) use the Confidential Information only in connection with using and maintaining Products, (ii) hold and protect the Confidential Information as provided in this letter agreement, and (iii) otherwise honor each and every restriction and obligation in this letter agreement.

3. **Maintenance of Confidential Information.** You agree that the Confidential Information (a) will be maintained by you and your employees, consultants, contractors and representatives with at least the same degree of care as you exercise and require with respect to your own confidential information of a similar type and (b) without limiting the foregoing, will not be disclosed by you or your employees, consultants, contractors or representatives to any person except with our specific prior written consent or except as expressly otherwise permitted by this letter agreement. It is understood that you may disclose Confidential Information to those of your employees, consultants, contractors or representatives who (a) require such information for the purpose of using and maintaining Products and (b) are informed by you of the confidential nature of the Confidential Material and the obligations of this letter agreement. You also agree to be responsible for enforcing this letter agreement as to your employees, consultants, contractors or representatives and to take such action, legal or otherwise, as may be reasonably necessary to cause them to comply with this letter agreement and thereby prevent disclosure of the Confidential Information by any of your employees, consultants, contractors or representatives (including all actions that you would take to protect your own confidential information of a similar type), except as permitted by this letter agreement.

4. **Remedies.** Because an award of money damages would be inadequate for any breach of this letter agreement, and any such breach would cause us irreparable harm, you also agree that, in the event of any breach or threatened breach of this letter agreement, we will be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

5. **Miscellaneous.**

(a) (a) *Modification.* This letter agreement and the agreements set forth in this letter agreement may be modified or waived only by a separate writing signed by us expressly modifying or waiving this letter agreement or such agreements.

(b) (b) *Waiver.* Neither the failure nor any delay by us in exercising any right, power or privilege under this letter agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

(c) (c) *Severability.* The invalidity or unenforceability of any provision of this letter agreement shall not affect the validity or enforceability of any other provisions of this letter agreement, which shall remain in full force and effect. If any of the covenants or provisions of this letter agreement are determined to be unenforceable by reason of its extent, duration, scope or otherwise, then you and we contemplate that the court making such determination shall reduce such extent, duration, scope or other provision and enforce them in their reduced form for all purposes contemplated by this letter agreement.

(d) *Governing Law.* This letter agreement will be governed by the laws of the Commonwealth of Australia without regard to conflicts-of-laws principles.

(e) *Execution of Agreement.* This letter agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this letter agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this letter agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this letter agreement as to the parties and may be used in lieu of the original letter agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for any purpose whatsoever.

If you are in agreement with the foregoing, please sign and return one copy of this letter agreement, which thereupon will constitute our agreement with respect to its subject matter.

Very truly yours,

NeuroTherm, Inc./Pacific Health Care

By: S. Richard

Duly executed and agreed to on 6 MAY 2008

By: [signature]

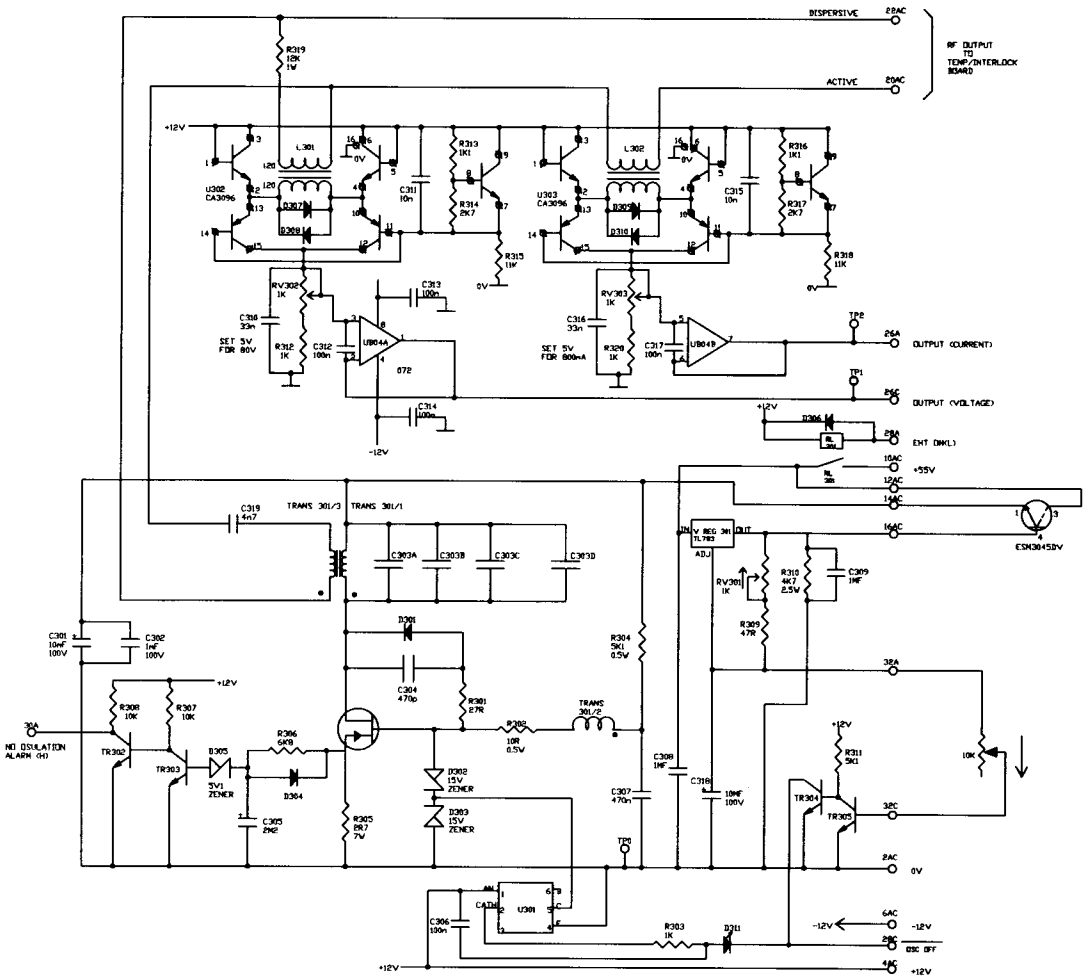
Name: ROBIN E WOOLFORD

Its: ACT DIR BIOMEDICAL ENGINEERING.

PT12059

DO NOT SCALE

MODIFICATIONS		
DATE	DESCRIPTION	ISSUE
28-3-07	R310 CHANGED TO 4K7 FROM 680R	C



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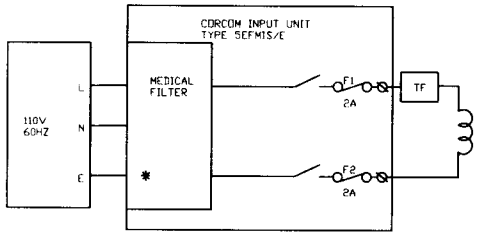
Morgan Automation Limited
Oake Manor House London Road
Liss Hants GU33 7NT
Tel 01730 895900 Fax 01730 895921

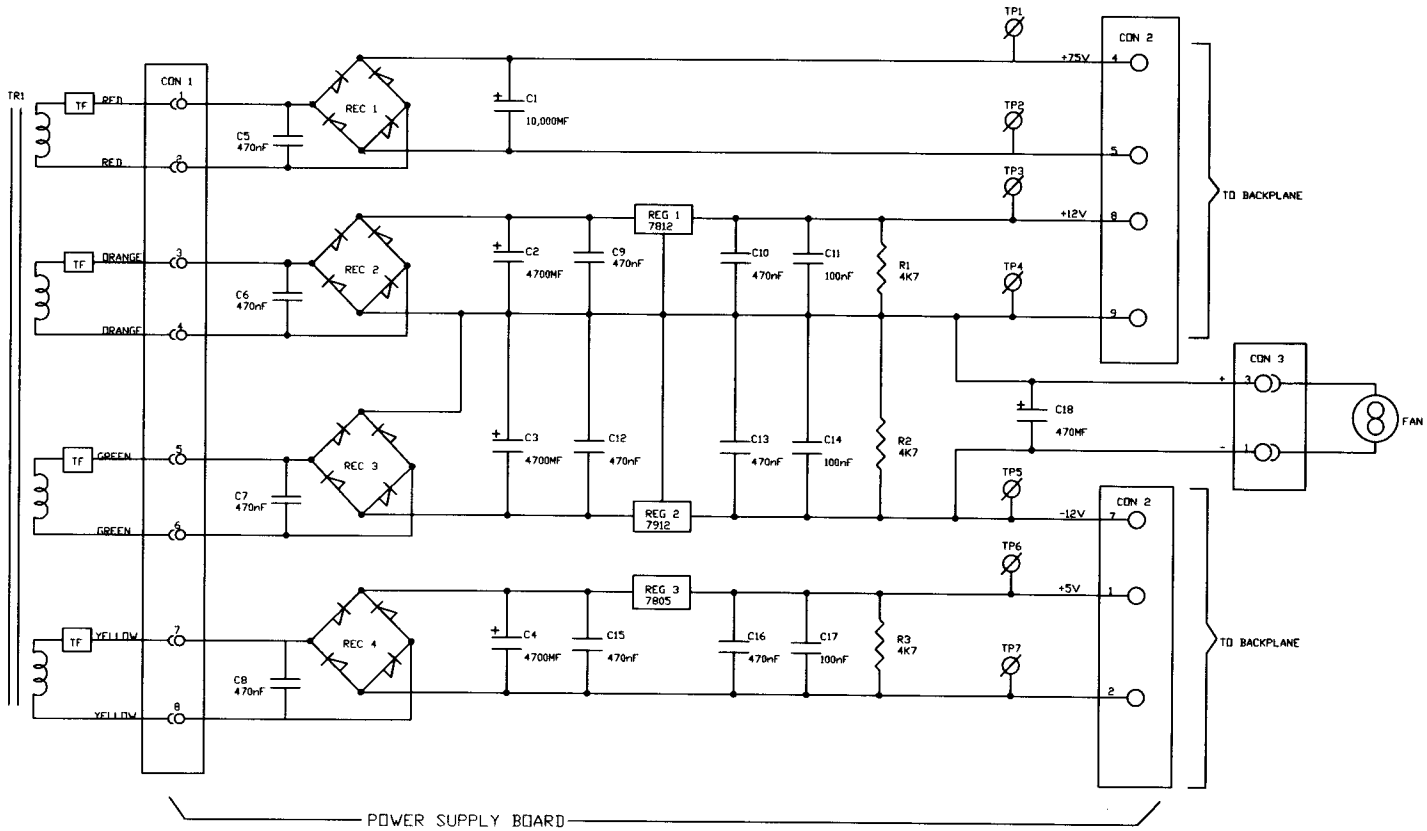
ITEM	PART / MATERIAL	DESCRIPTION	UNIT	QTY
TITLE / DESCRIPTION	RF AMPLIFIER/MONITOR BOARD P103C		SCALE	
			SHEET 1 OF 1	
DRAWN G GARD	DATE 02/10/07	DRAWING No. PT12059	ISSUE	SIZE
CHECKED	DATE		C	2
APPROVED	DATE	REF QUALITY/DOC 34-04 TCW ISSUE 02		

DO NOT SCALE

MODIFICATIONS		
DATE	DESCRIPTION	ISSUE



COVER FOR INPUT UNIT
N041-3114
* NOTE EARTH OF FILTER NOT CONNECTED TO MACHINE
F1 AND F2 ARE 2AMP
BUSSMAN S506 FUSES



POWER SUPPLY BOARD

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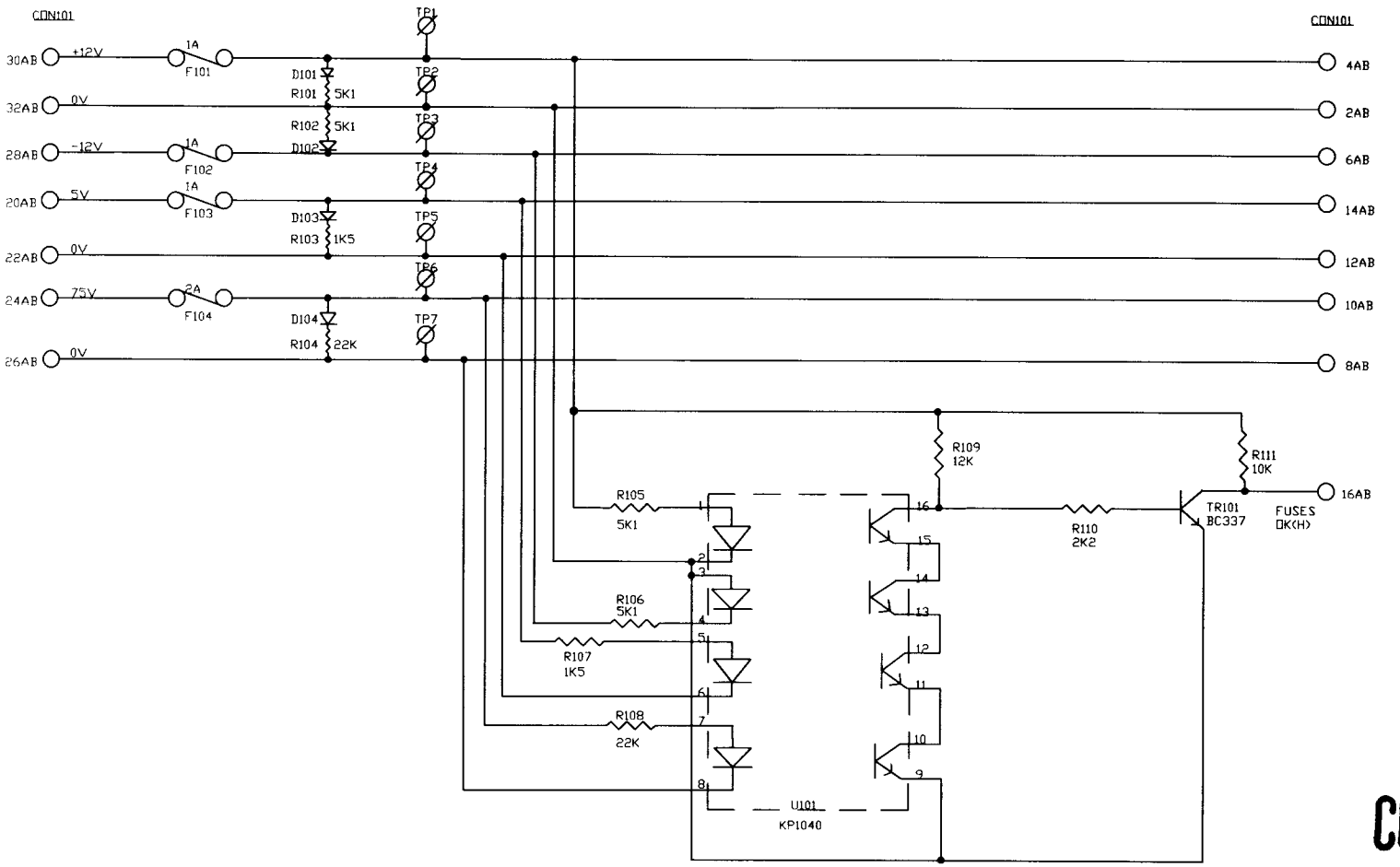
ITEM	PART / MATERIAL	DESCRIPTION	UNIT	QTY
TITLE / DESCRIPTION			SCALE	
			SHEET 1 OF	
DRAWN	ART	DATE	DRAWING No.	ISSUE	SIZE
CHECKED		DATE		
APPROVED		DATE	REF QUALITY/DOC.14-04 TCW ISSUE 02		2

Pickett House London Road
Malvern Worcs WR14 1NE
Tel: (01684) 892456 Fax: (01684) 892222

DO NOT SCALE

MODIFICATIONS		
DATE	DESCRIPTION	ISSUE



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ITEM	PART / MATERIAL	DESCRIPTION	UNIT	QTY

TITLE / DESCRIPTION: [illegible] BRAKE [illegible]

SCALE

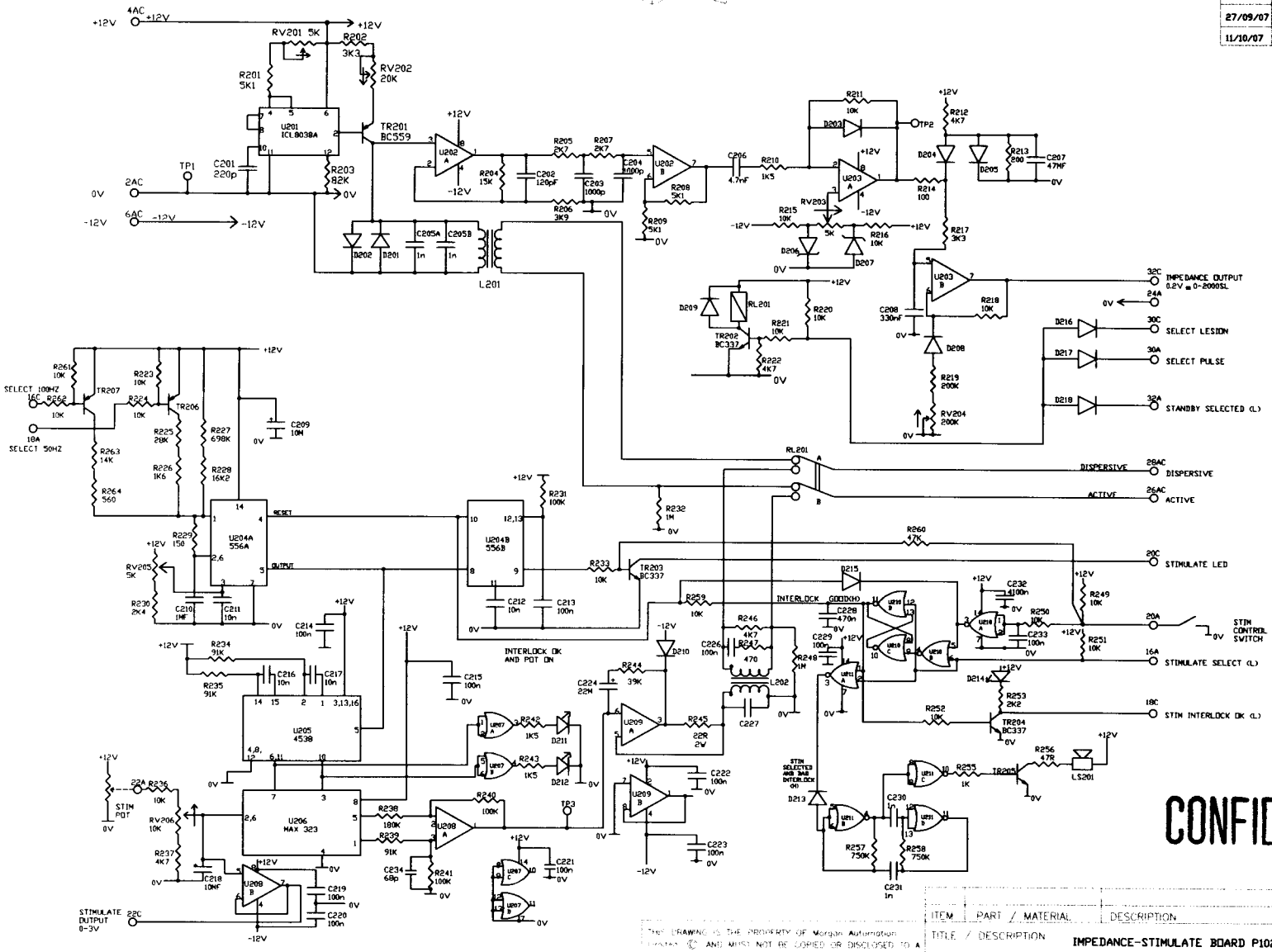
SHEET OF

DRAWN G HART	DATE 18/09/02	DRAWING No [illegible]	ISSUE / SIZE
CHECKED	DATE		
APPROVED	DATE	REF QUALITY/DOC34-04.7CW ISSUE 02	6 / 2

P10258/NT12133

DO NOT SCALE

MODIFICATIONS		
DATE	DESCRIPTION	ISSUE
27/09/07	ADD D216-213 REMOVE R254	D
11/10/07	UPDATED TO ISSSUE E	E



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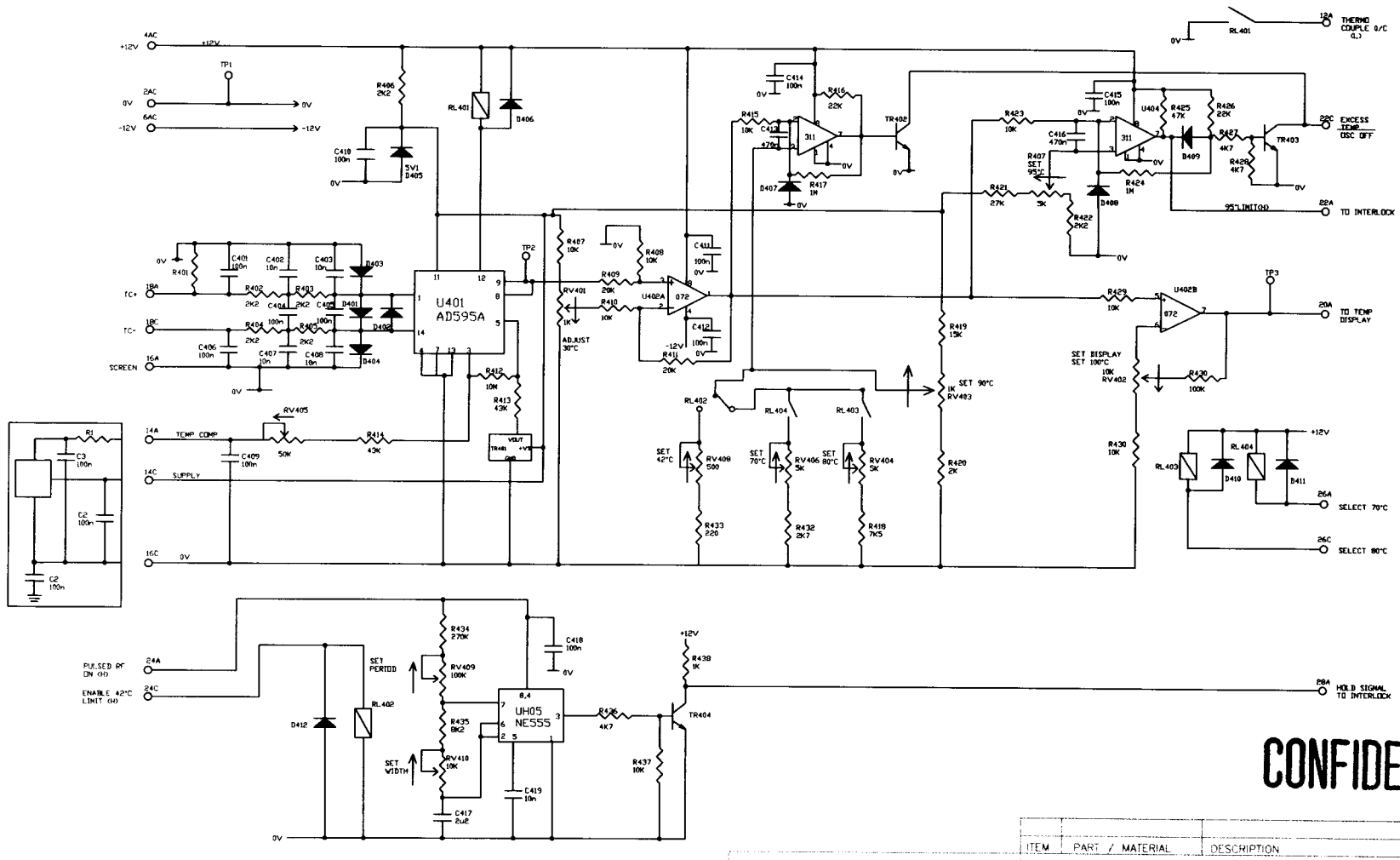
Morgan Automation Limited
Duke House, 70-98, London Road
Ware, Herts, SG12 9NT
Tel: 01730 895600 Fax: 01730 895912

ITEM	PART / MATERIAL	DESCRIPTION	UNIT	QTY
TITLE / DESCRIPTION	IMPEDANCE-STIMULATE BOARD P102E		SCALE	
			SHEET 1 OF 1	
DRAWN G GARD	DATE 27/09/07	DRAWING No. P10258/NT12133	ISSUE	SIZE
CHECKED	DATE		D	2
APPROVED	DATE	REF QUALITY/DOC 14-04 TCW ISSUE 02		

NT 12135

DO NOT SCALE

MODIFICATIONS		
DATE	DESCRIPTION	ISSUE



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Rake Heath House London Road
Liss Hants GU33 7NT
Tel 01730 895900 Fax 01730 895922

ITEM	PART / MATERIAL	DESCRIPTION	UNIT	QTY

TITLE / DESCRIPTION: TEMPERATURE BOARD NT104B

SCALE

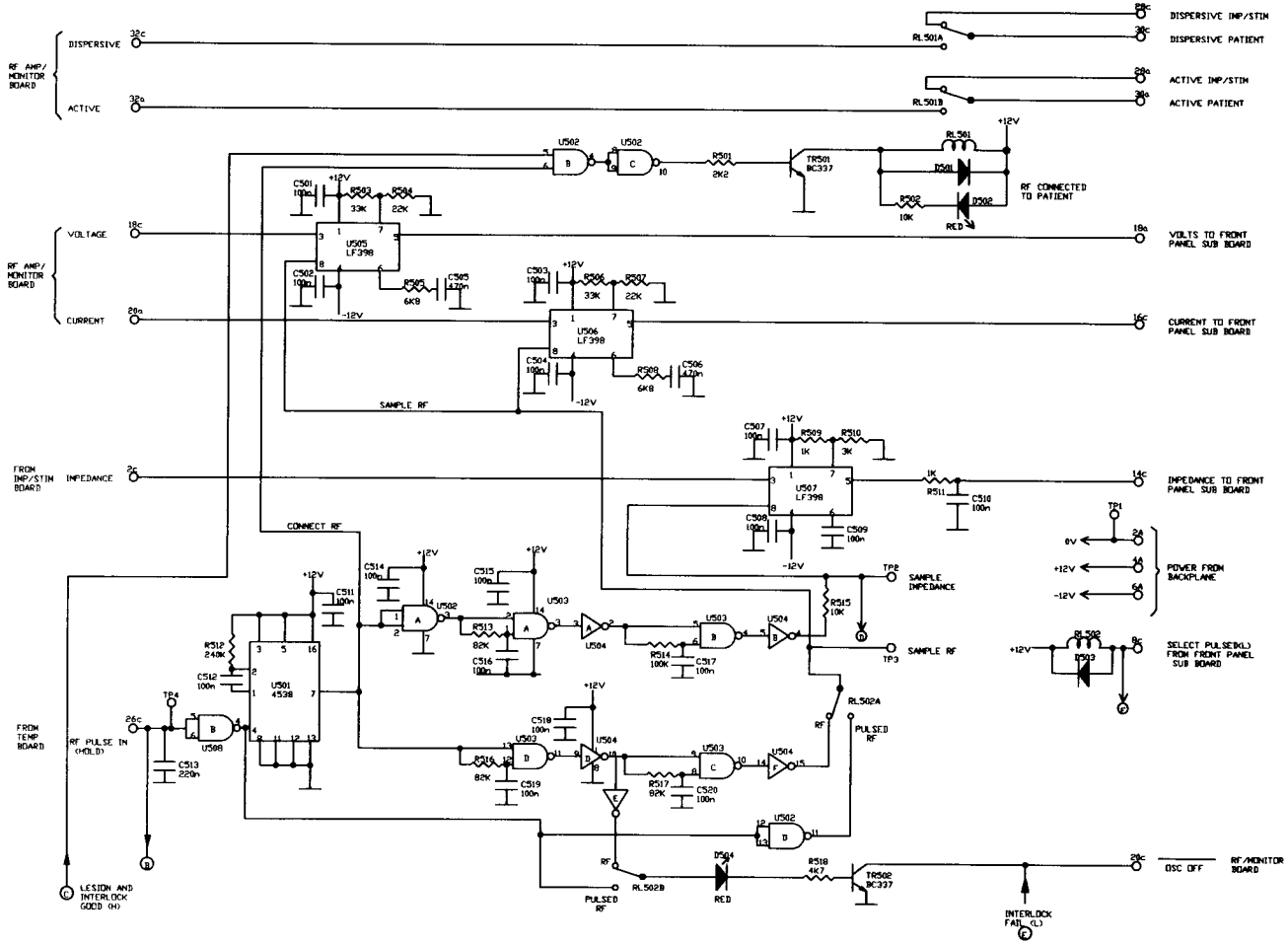
SHEET 1 OF 1

DRAWN G GARD	DATE 30/9/07	DRAWING NO. NT12135	ISSUE	SIZE
CHECKED	DATE			
APPROVED	DATE	REF QUALITY/DOC34-04.TCW ISSUE 02	B	2

NT12136

DO NOT SCALE

MODIFICATIONS		
DATE	DESCRIPTION	ISSUE



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Pickle Heath House Longdon Road
ISS Home ENT
Tel 01730 895900 Fax 01730 895922

ITEM	PART / MATERIAL	DESCRIPTION	UNIT	QTY

TITLE / DESCRIPTION: INTERLOCK BOARD NT105B

SCALE

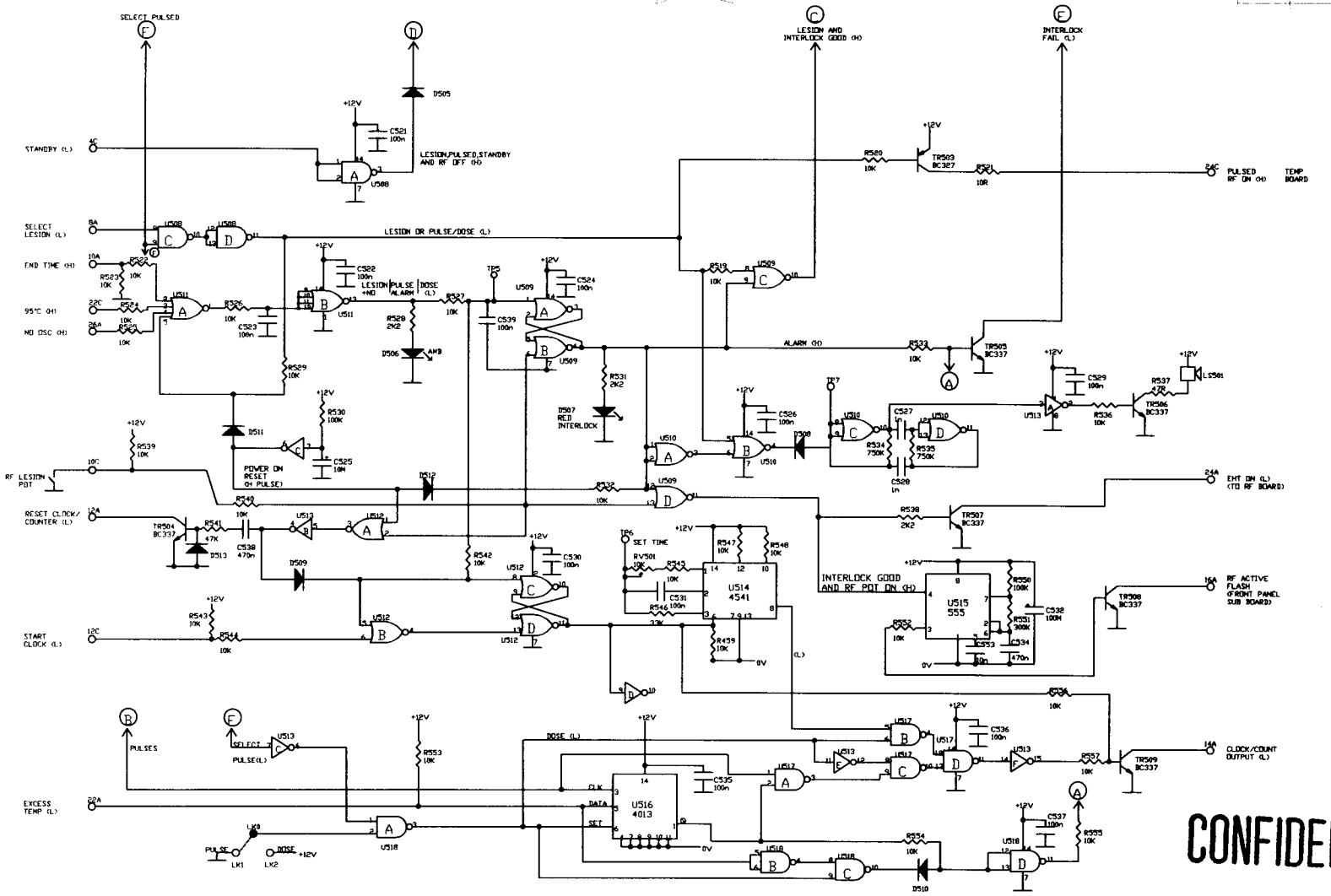
SHEET 1 OF 2

DRAWN G GARD	DATE 03/10/07	DRAWING No NT12136	ISSUE B / SIZE 2
CHECKED	DATE		
APPROVED	DATE	REF QUALITY/DOC34-04.7CW ISSUE 02	

NT12136

DO NOT SCALE

MODIFICATIONS		
DATE	DESCRIPTION	ISSUE



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ITEM	PART / MATERIAL	DESCRIPTION	UNIT	QTY

TITLE / DESCRIPTION: INTERLOCK BOARD NT105B

SCALE

SHEET 2 OF 2

DRAWN G GARD DATE 07/10/07 DRAWING No. NT12136 ISSUE SIZE

CHECKED DATE

APPROVED DATE

REF QUALITY/FSQC34-04 TCW ISSUE 02

B 2

NT12137

DO NOT SCALE

MODIFICATIONS		
DATE	DESCRIPTION	ISSUE
16/09/07	G+H ADDED	
18/09/07	G+H MOVED TO CON 604	

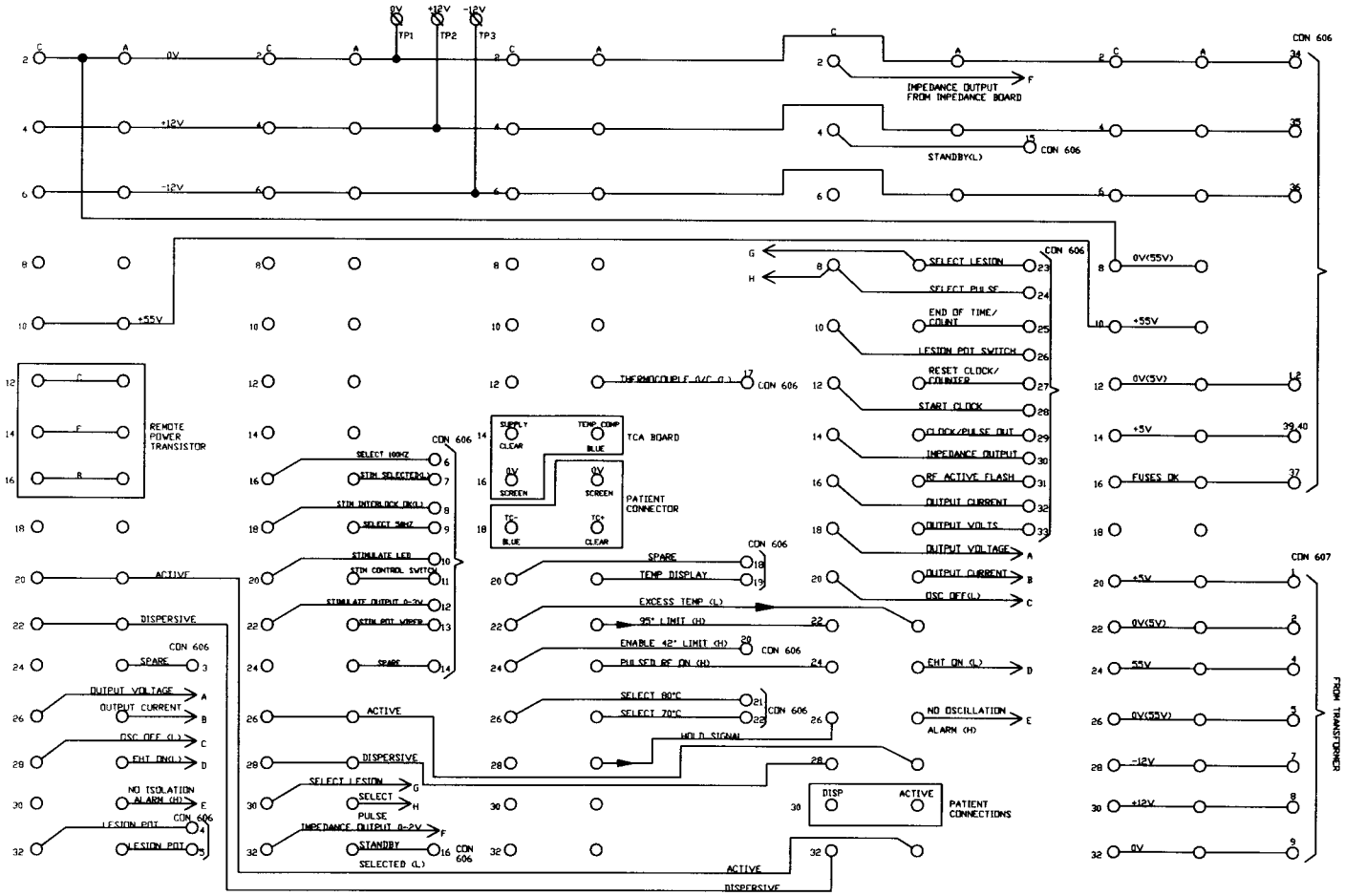
RF AMP/MONITOR(P103) CON 601

IMPEDANCE/STIMULATE(P102) CON 602

TEMPERATURE(NT104) CON 603

INTERLOCK(NT105) CON 604

FUSE(P101) CON 605



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Rake Health House London Road
Liss Hants GU33 7NT
Tel: 01730 895000 Fax: 01730 895322

ITEM	PART / MATERIAL	DESCRIPTION	UNIT	QTY

TITLE / DESCRIPTION: BACKPLANE NT106C

SCALE

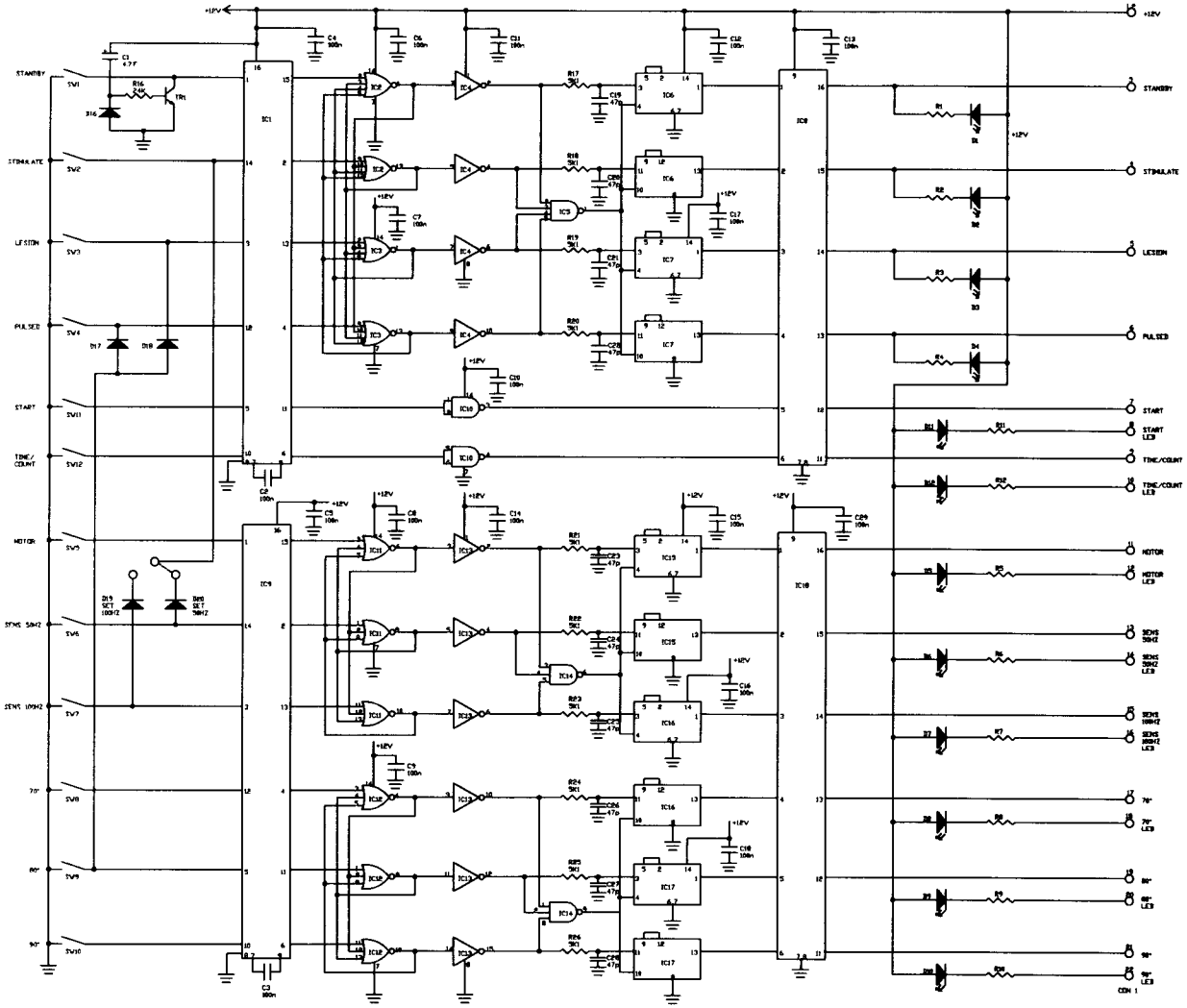
SHEET 1 OF 1

DRAWN G GARD	DATE 21/10/07	DRAWING No NT12137	ISSUE	SIZE
CHECKED	DATE			
APPROVED	DATE	REF QUALITY/SOC34-04 TCW ISSUE 05	C	2

NT12138

DO NOT SCALE

MODIFICATIONS		
DATE	DESCRIPTION	ISSUE



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ITEM	PART / MATERIAL	DESCRIPTION	UNIT	QTY

TITLE / DESCRIPTION: NT500 FRONT PANEL NT107B

SCALE:

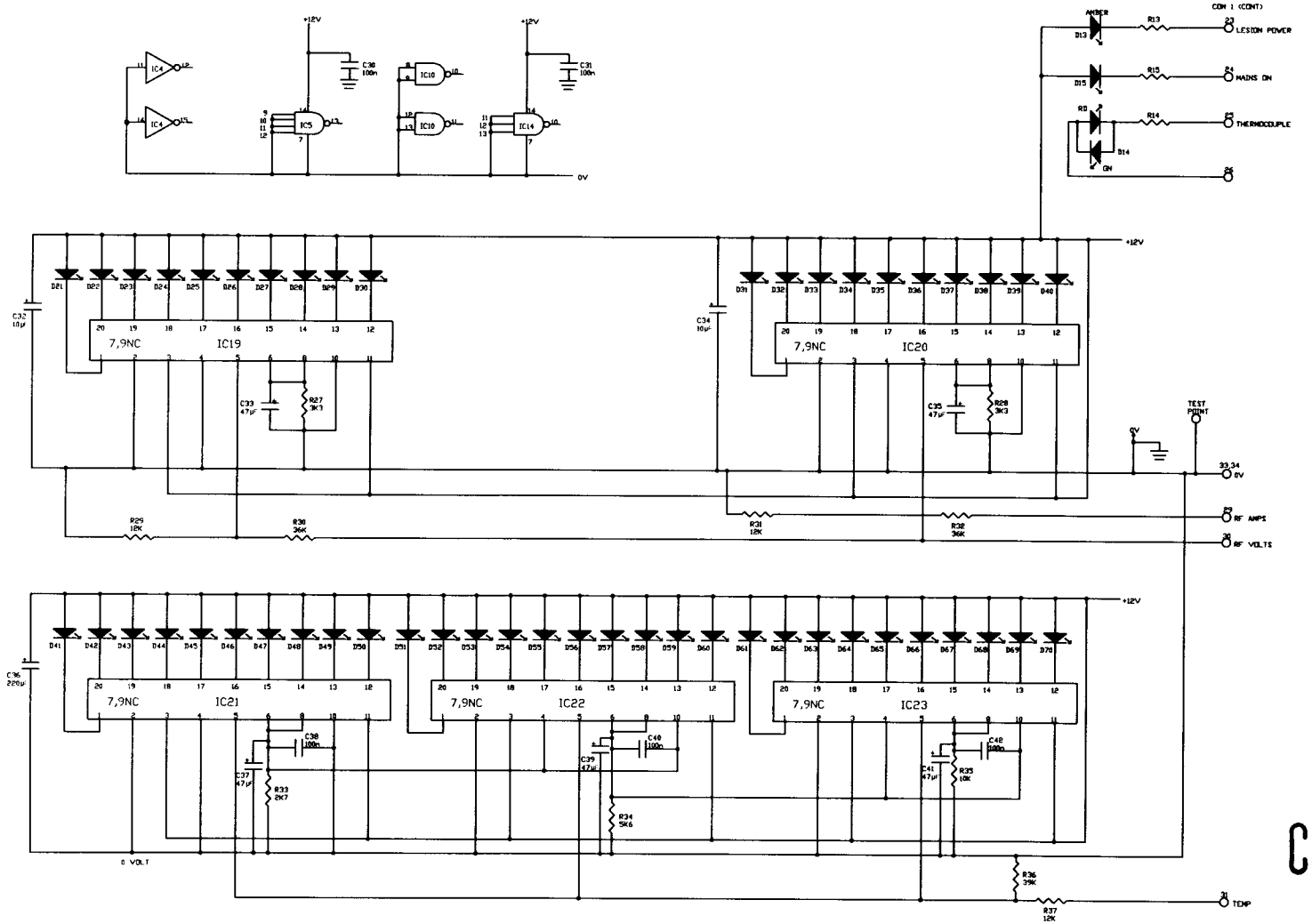
SHEET 1 OF 2

DRAWN G GARD	DATE 24/10/07	DRAWING No. NT12138	ISSUE	SIZE
CHECKED	DATE			
APPROVED	DATE	REF:QUALITY/DOC/34 - 04 TOW ISSUE 02	B	2

NT12138

DO NOT SCALE

MODIFICATIONS		
DATE	DESCRIPTION	ISSUE



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Lake Meads House London Road
Newport Gwent NP20 2NT
Tel: 01633 895555 Fax: 01633 895922

ITEM	PART / MATERIAL	DESCRIPTION	UNIT	QTY

TITLE / DESCRIPTION: NT500 FRONT PANEL NT107B

SCALE

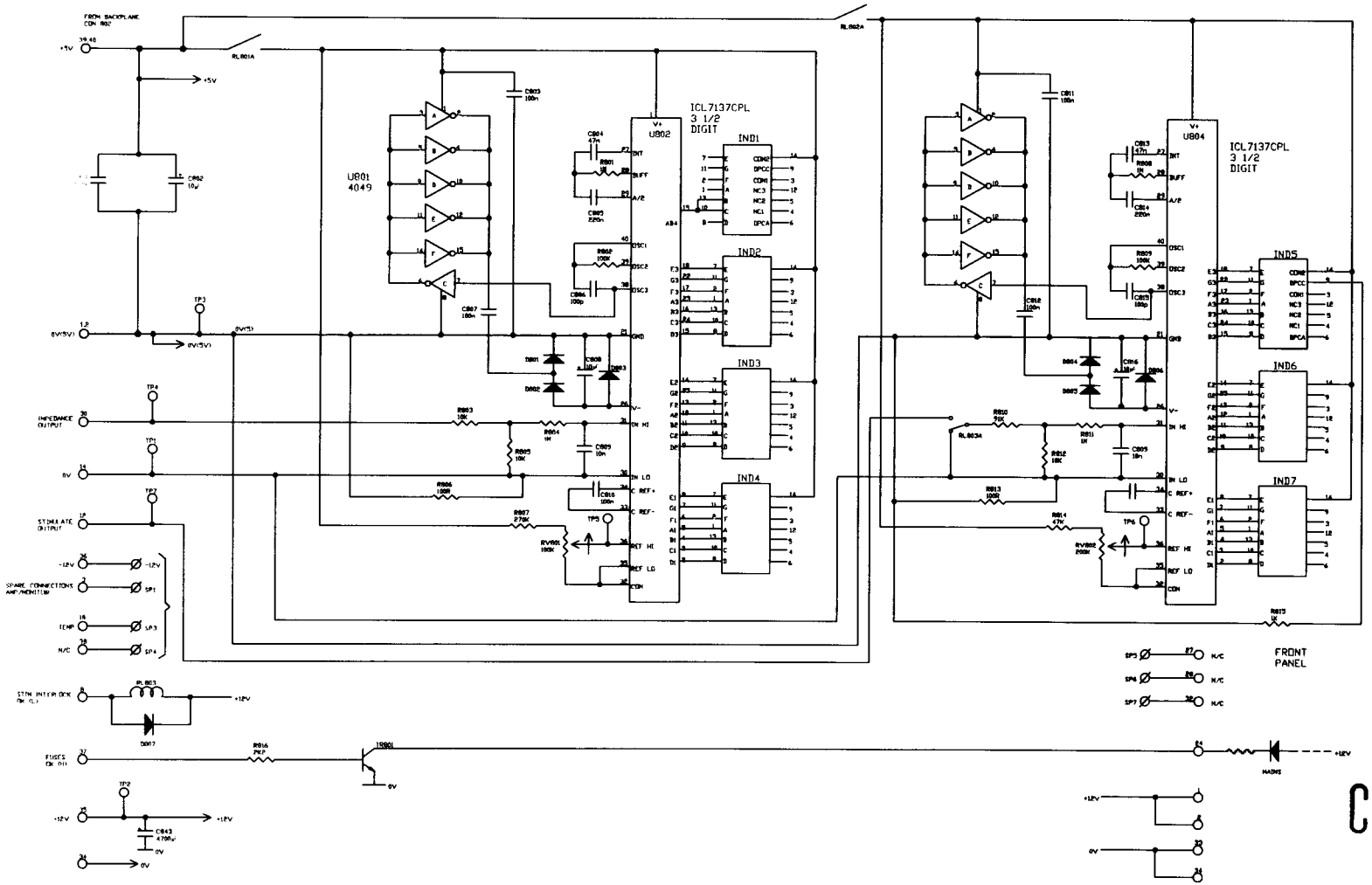
SHEET 2 OF 2

DRAWN G GARD	DATE 28/10/07	DRAWING No NT12138	ISSUE	SIZE
CHECKED	DATE			
APPROVED	DATE	REF QUALITY/DOC34-04 TCW ISSUE 02	B	2

NT12139

DO NOT SCALE

MODIFICATIONS		
DATE	DESCRIPTION	ISSUE
19/7/07	C843 ADDED	C



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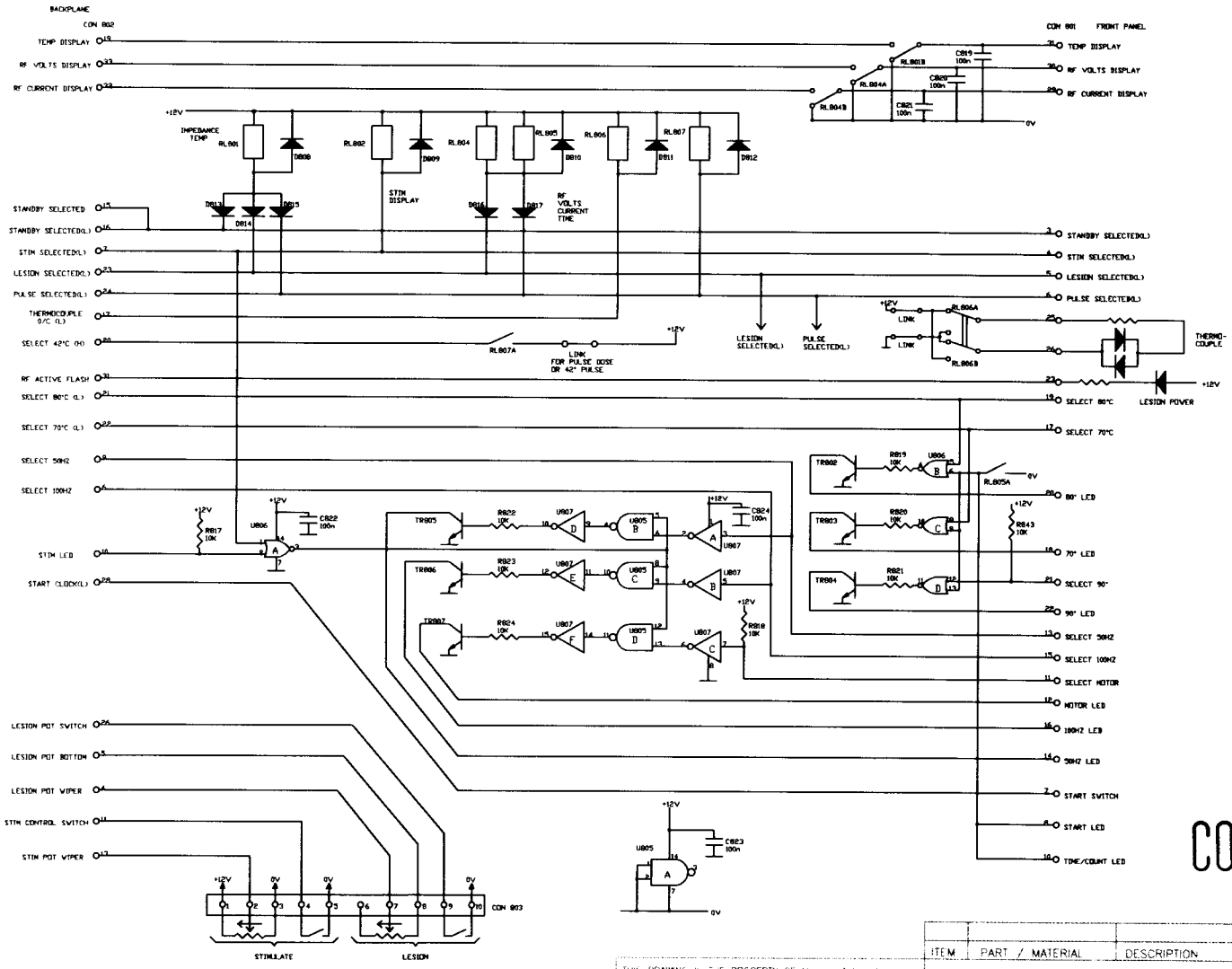
Morgan Automation (Sales) Limited
Rake Heath House London Road
Liss Hants GU33 7NT
Tel 01730 895900 Fax 01730 895922

ITEM	PART / MATERIAL	DESCRIPTION	UNIT	QTY
TITLE / DESCRIPTION	NT500 FRONT PANEL SUB BOARD NT108C		SCALE	
			SHEET 1 OF 3	
DRAWN G GARD	DATE 29/10/07	DRAWING No. NT12139	ISSUE	SIZE
CHECKED	DATE		C	2
APPROVED	DATE	REF QUALITY/DOC34-04.TCW ISSUE 02		

NT12139

DO NOT SCALE

MODIFICATIONS		
DATE	DESCRIPTION	ISSUE
19/7/07	C843 ADDED	C



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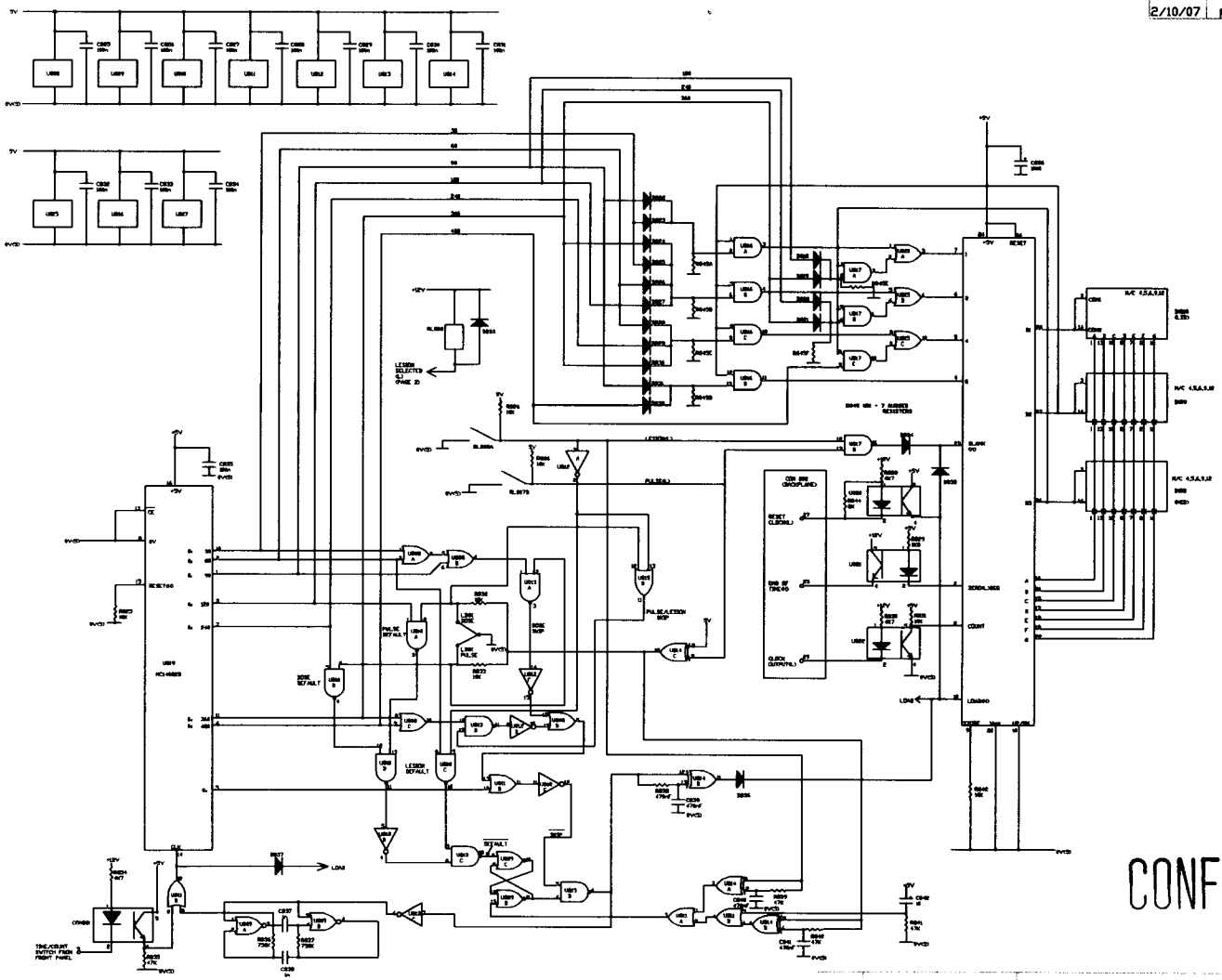
Rake Heath House London Road
Liss Hants GU33 7NT
Tel 01730 895900 Fax 01730 895922

ITEM	PART / MATERIAL	DESCRIPTION	UNIT	QTY
TITLE / DESCRIPTION	NT500 FRONT PANEL SUB BOARD NT108C		SCALE	
			SHEET 2 OF 3	
DRAWN G GARD	DATE 02/11/07	DRAWING No NT12139	ISSUE	SIZE
CHECKED	DATE		C	2
APPROVED	DATE	REF QUALITY/DOC14-04.TCW ISSUE 02		

NT12139

DO NOT SCALE

MODIFICATIONS		
DATE	DESCRIPTION	ISSUE
19/7/07	R835 REPOSITIONED	C
2/10/07	R845 10Kx6 R846	C



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Rake Health House London Road Liss Hants GU33 7NZ
Tel: 01730 895900 Fax: 01730 895922

ITEM	PART / MATERIAL	DESCRIPTION	UNIT	QTY

TITLE / DESCRIPTION	NT500 FRONT PANEL SUB BOARD NT108C		SCALE	
			SHEET 3 OF 3	
DRAWN G GARD	DATE 04/11/07	DRAWING No. NT12139	ISSUE	SIZE
CHECKED	DATE		C	2
APPROVED	DATE	REF: QUALITY/DOC34-04 TCW ISSUE 02		